

BMCW Contract Program Requirements for the Provision of Level 3-4 Foster Care Services

I. Contract Program Requirements as of October 11, 2012.

- A. The Contractor will provide quality foster care for children that best meets the individual needs of the child by:
 - 1. Providing a safe and quality family home.
 - 2. Following all licensing requirements according to DCF Chapter 56.
 - 3. With all new licensees, or applicants for foster home licenses, it is the agency's responsibility to make a CPS records check request to BMCW prior to making any placements to ensure that there is no past license history that would negatively impact the care of the child.
 - 4. Creating and maintaining open and supportive communication among all parties to reach a final goal of permanence.
 - 5. Adhering to and supporting the principles of the [Adoption and Safe Families Act](#) (ASFA) which mandates timely permanence for all children in out-of-home care.
 - 6. Participating in Family Teaming Meetings and crisis stabilization meetings as necessary.
 - 7. Participating in the development of the Child and Adolescent Needs Assessment (CANS) with the child placing agency and all other identified parties.
 - 8. Recognizing all individual needs of the child, establishing and implementing a treatment care plan consistent with Chapter 56 requirements, monitoring the effectiveness of the plan and adjusting the care plan when necessary.
 - 9. Programming will include, but should not be limited to, addressing age appropriate educational issues; medical and mental health issues; alcohol and other drug abuse education; developing independent living skills; teaching reproductive health awareness, education on domestic violence, sexual abuse/assault; and locating community resources for recreational activities and health care.
- B. Placements in Foster Care are expected to be short-term to address specific needs of the child. When the needs of a child require longer-term foster care, then all permanency options are expected to be supported and explored, including the possibility of the foster parents legally adopting the child.
- C. During a child's placement in Foster Care, the CPA and the foster parent will arrange for, encourage, support and cooperate in assisting the child to maintain contact with his or her biological or adoptive family and siblings through regular visitation and family interaction as required in the court order, permanency plan, or case plan. Visitation Plans will be maintained in the child's case file with documentation related to visits.
- D. The Contractor must deliver and engage children in programming that focuses on the needs of children in various stages of social and physical development, addressing such age-appropriate factors as social development, academic achievement, positive

recreational activities, essential life skills, choosing healthy relationships, job training and employment skills. This includes:

1. Providing appropriate support and services, on an as-needed basis, should other presenting problems and/or issues be identified. The Contractor may be required to address medical/mental health issues, substance abuse issues, runaway behaviors, independent living needs and other high risk behaviors.
2. Providing a continuum of services and expectations to achieve progress in meeting certain qualitative and quantitative indicators related to placement safety, placement stability and physical and dental health. This includes collaboration and communication with all providers associated with the child.

E. Children will be protected from potential threats to their safety, whether in or out of the home. The following shall apply:

1. There shall be no maltreatment by foster parents, foster care agency staff, other children in the home, or others.
2. The use of physical restraints and corporal punishment is prohibited.
3. All foster parents will sign an agreement to not use corporal punishment on children.
4. Training on discipline, which excludes the use of physical discipline and corporal punishment, shall be provided to all foster parents and staff.
5. Internal staff will be responsible for reporting on allegations of abuse and neglect in foster homes as stipulated in Section IV of this document.
6. There shall be appropriate adult supervision and nurturing and effective engagement of children.
7. Age-appropriate children shall participate in crisis stabilization and planning.
8. Age-appropriate children shall participate in aftercare, transitional and permanency planning.

F. Well-being is defined as providing prompt care, support and encouragement to the child as s/he develops while in out-of-home care placement. This necessitates programming that will meet the diverse and specific developmental needs of the child in care, including appropriate educational, medical, behavioral and dental care support. The following shall apply:

1. The Contractor's workforce should be culturally competent and able to support the foster parent and children in their diverse cultural and lifestyle backgrounds.
2. The foster parent must be culturally competent to support the unique needs of the child.

3. The Contractor must ensure that there is appropriate supervision, support and direction appropriate to the child's needs and exhibited behaviors.
4. The Contractor must address the changing needs of a child including an increase in high risk behaviors.
5. The Contractor/foster parent must provide transportation to and from school and other community-related activities.
6. The Contractor/foster parent must ensure that transportation is provided to and from all medical/mental health/dental appointments.

II. Special Consideration in Placement of Level 1-2 Children, Siblings and Children of Minor Parents in Level 3-4 Foster Homes:

- A. Whenever possible, it is BMCW's goal to keep siblings and children of minor parents together while in care. In those circumstances when this cannot occur in a Level 1-2 foster home, BMCW may request that a Level 1-2 sibling or a Level 1-2 child of a Level 3-4 minor parent be placed in a Level 3-4 foster home under exceptional circumstances and only when the best interests of all of the children warrant such an arrangement.
- B. If the placement is a Level 1-2 foster care placement for a child or a sibling of a Level 3-4 child, BMCW will make a foster care payment, the amount to be determined in accordance with the Wisconsin Uniform Foster Care Rate. BMCW will make an additional Administrative Fee payment to the Agency for the Level 1-2 foster child in the amount of \$330.00 per month effective on the date of placement.
- C. If a child of a minor parent placed in a Level 3-4 foster home is under a Milwaukee County Child in Need of Protection or Services (CHIPS) order, the Central Staffing Committee, or the Emergency Higher Level of Care staffing, will determine whether the placement of that child is a level 1-2 or a level 3-4 foster care placement.
- D. If the child of the teen parent is a Level 3-4 placement, BMCW will treat the placement as a separate placement and will pay the full Level 3-4 rate which includes the administrative rate as set forth on the Uniform Foster Care Rate Schedule.
- F. If the child of the minor parent is not on a Milwaukee County Child in Need of Protection or Services (CHIPS) order, BMCW will not pay an additional administrative fee. BMCW will, however, increase the teen mother's foster care rate (exceptional rate) by the basic foster care rate of the child.

III. Performance Standards and Accountability

- A. The Contractor shall perform all services consistent with the documents constituting this Contract. The Department will develop performance standards regarding permanence, safety and child well-being that will include program outcomes, activity and qualitative indicators for which the Contractor will be expected to meet or achieve reasonable progress toward meeting. Outcome performance standards will be monitored monthly and reported every six months by the Department. Quality performance standards will be evaluated and reported by the Department through periodic reviews. The Contractor's

performance as measured against these standards will be a factor in determining if the Contract will be renewed.

- B. At a minimum, the Department may discuss at quarterly TFC meetings, or as otherwise necessary, the current status of outcomes and issues related to the administration or delivery of services under this Contract. It is expected that all Contractors will be actively engaged in this process and will work collaboratively to identify areas in need of improvement and to propose solutions. Corrective action, or any other remedies available to the State under this Contract, may be required for failure to comply with the provisions of this Contract, including failure to follow BMCW policies and procedures, the Jeanine B. Settlement Agreement and its associated corrective action plan, and the federal Child and Family Service Review's Program Improvement Plan (PEP).
- C. If the Department determines that a corrective action plan is necessary, the Contractor will develop a plan and obtain the Department's approval of that plan. The Department will monitor the Contractor's compliance with the plan, according to the plan's timeframes for correction. If the Department determines that the Contractor is in non-compliance with the plan, the Department may withhold payments and/or may consider such failure to constitute a material breach and terminate the Contract.

IV. Alleged Child Maltreatment While in Placement

- A. The Bureau of Milwaukee Child Welfare and its partner agencies will support a child protection system that is comprehensive, child centered, family-focused and community-based; incorporates all appropriate measures to prevent the occurrence or recurrence of child abuse and neglect; and promotes physical and psychological recovery and social reintegration in an environment that fosters the health, safety, self respect and dignity of the child.
- B. All individuals, including professional staff and foster parents, should be knowledgeable with regard to child abuse and neglect prevention, intervention and treatment while being cognizant of ethnic or racial minorities and diverse geographic areas within the community.
- C. Child Placing Agencies need to provide training to agency staff with regard to the prevention of maltreatment while a child is in their care. Agency staff training must include:
 - 1. Training in order to recognize alleged abuse or neglect by a foster parent may have occurred and know the reporting process.
 - 2. Training detailing the legal duties of such personnel and their responsibilities to protect the legal rights of the child.
 - 3. Training detailing protocols for staff regarding mandated reporting of child abuse or neglect.
 - 4. Training detailing situations of substance abuse, domestic violence, and neglect.
 - 5. Training regarding the confidentiality of all records in order to protect the rights of the child and the child's parents or guardians and the foster parents.

6. Training detailing the reporting of medical neglect (including instances of withholding of medically indicated treatment from disabled infants with life-threatening conditions), procedures or programs, or both to provide for the:
 - a) Coordination and consultation with individuals designated by and within appropriate health-care facilities;
 - b) Prompt notification by individuals designated by and within appropriate healthcare facilities of cases of suspected medical neglect (including instances of withholding of medically indicated treatment from disabled infants with life-threatening conditions);
 - c) Authority, under State law, for the State child protective services system to pursue any legal remedies, including the authority to initiate legal proceedings in a court of competent jurisdiction, as may be necessary to prevent the withholding of medically indicated treatment from disabled infants with life threatening conditions.
- D. The Contractor must have procedures in place outlining the immediate steps to be taken to ensure and protect the safety of the abused or neglected child and of any other child under the same care who may also be in danger of abuse or neglect and ensuring their placement in a safe environment.
- E. The Contractor must continually improve the skills and qualifications of the direct line and supervisory staff providing services to foster families and children.
- F. All confidential records shall be made available to individuals who are the subject of the report; Federal, State or local government entities, or any agent of such entities; child abuse citizen review panels; child fatality review panels; a grand jury or court, upon a finding that information in the record is necessary for the determination of an issue before the court or grand jury; and other entities or classes of individuals statutorily authorized by the State to receive such information pursuant to a legitimate State purpose.

V. Additional Reporting Requirements Related to Maltreatment in a Foster Home

- A. The staff member upon learning of alleged maltreatment occurring in a foster home will immediately call the child protective services agency for their county. (For Milwaukee County, this would be the BMCW Access line (220-SAFE))
- B. The staff member making the referral will provide any social worker or law enforcement involved in the investigation any and all available written information that may provide further detail or clarify the allegation.
- C. The Contractor and foster family are expected to fully cooperate with the BMCW and any other contract agencies regarding any report of alleged maltreatment of a foster child while in care. Children's placements are to be changed only by the appropriate Ongoing or Initial Assessment staff.
- D. The Contractor will develop, and will submit for BMCW approval, a plan that details how child abuse and neglect will be addressed. This plan will include procedures that

include case consultations to prevent child abuse and neglect in homes that had an unsubstantiated independent investigation.

- E. Any substantiated maltreatment in a foster home will require the Contractor to submit a Corrective Action Plan (CAP) to BMCW within 30 days of being notified of the substantiation. This CAP shall include any action initiated in response to the recommendations of the Independent Investigations agency. Approved CAPs will be added to the contract as an addendum and monthly reports/updates on the CAP and its effect on maltreatment will be required.
- F. BMCW Access Staff may receive an allegation of maltreatment that has been reported by another source that raises concern for the care of the foster child in the Contractor's foster home. In these situations, the Child Placing Agency is to contact all of the adult caregivers in the foster home to explain the investigation procedure and help support the family thru the independent investigation process. After the investigation is complete the Contractor is to report back to the BMCW and partner agencies how the allegation was addressed with the foster home.
- G. The Contractor will participate in a high risk review panel, as determined necessary by the BMCW, to discuss foster homes that were not substantiated for child abuse or neglect when there are concerns about the home or the quality of the care provided.
- H. The Contractor will send a letter of intention to revoke the license to foster homes that were substantiated for maltreatment. It is understood by both parties that revocation is subject to an appeal process.

VI. CAPTA Appeal Process

- A. The following provisions outline the appeals process for foster families against whom a substantiated finding of child maltreatment has occurred:
 - 1. Under the Federal Child Abuse Prevention and Treatment Act (CAPTA) and corresponding Wisconsin State law, the Bureau of Milwaukee Child Welfare is required to have an appeal process by which persons against whom a substantiated finding of child maltreatment has occurred have a right of access to an appeal process.
 - 2. The purpose of an appeal is to allow a person against whom such a finding has been made to have the substantiation decision reviewed and have the opportunity to present additional information for BMCW's consideration.
 - 3. The Department of Children and Families has set forth guidelines regarding the appeal process. BMCW's policies and procedure follow the DCF guidelines.
- B. In order to understand and implement the procedure, it is important to keep in mind three facts:
 - 1. When a person is identified and named as a child maltreater, that person has certain constitutional rights which must be safeguarded and

respected. This includes the right to a notice as to whom he/she is accused of maltreating and information regarding what the allegations are which led to the substantiation. This will generally mean that the person is entitled to a copy of the Initial Assessment report (with the identifying information about the reporter redacted).

2. There is no requirement under Wisconsin or Federal law that an actual maltreater be identified when abuse or neglect is substantiated. It is legally sufficient to substantiate the abuse/neglect without substantiating a named maltreater.
3. An individual cannot be substantiated as the maltreater unless either BMCW or law enforcement has actually interviewed the person as part of the investigation and given him/her an opportunity to present his/her response to the allegations.

VII. Communication

- A. The Contractor will collaborate with the BMCW partner agencies contracted to provide ongoing case management, out-of-home care and community services. Contracted staff must be able to engage social work staff, families, and the community in discussions regarding the needs of the children in care, with attention to cultural responsiveness to children and families. This will be accomplished by:
 1. Collaborating with BMCW case management staff and others to effectively provide services to children.
 2. Engaging with other economic and community supports in approaches to ensure engagement of children in your care in positive activities.
 3. Demonstrating cultural responsiveness and culturally competent services and awareness of and responsive to cultural and lifestyle distinctions children present to successfully engage them in a culturally appropriate and effective way.
 4. Demonstrating commitment at the highest level of leadership to working with the BMCW, other contract partner agencies, and key stakeholders in the implementation of best practice models and the achievement of the goals of safety, permanence, and well being for BMCW children.

VIII. Agency Support to Foster Homes

- A. The Contractor will increase the professional support and contact with a foster parent to develop, operate, expand and enhance community-based and prevention-focused programs and activities designed to strengthen and support families to prevent child abuse and neglect (through networks where appropriate) that are accessible, effective, culturally appropriate, and build on existing strengths that:
 1. Offer assistance to families;
 2. Provide early, comprehensive support for parents;
 3. Provide additional supports for foster parent that are licensed less than one year;
 4. Assess and support the changing needs of foster parents

5. Promote the development of parenting skills, especially in young parents and parents with very young children;
 6. Increase family stability;
 7. Improve family access to other formal and informal resources and provide opportunities for assistance available within communities; and
 8. Support the additional needs of families with children with disabilities through respite care and other services.
- B. The Contractor will demonstrate a commitment to meaningful parent leadership, including among parents of children with disabilities, parents with disabilities, racial and ethnic minorities, and members of other underrepresented or underserved groups.
 - C. The Contractor will coordinate with BMCW to access bureau-sponsored training.
 - D. The Contractor will inform and educate their caregivers regarding the utilization of the MUTT-FF program. The availability of MUTT services does not absolve the agencies of their Chapter 56 requirements; it is intended to be utilized as an additional support for foster parents when other methods of de-escalating a crisis situation or preventing repeat crises fail.

IX. Standards of Work

- A. The Contractor agrees that it shall perform all the services required under this Contract in a professional manner and adhere to the practice standards and protocols found in sound child protective services casework and decision-making and as specified in the Contract and as further specified during the Contract period by the Department in written Policies and Procedures.
- B. The Contractor shall be responsible for the management, accuracy, integrity and validity of child(ren) documentation.

X. Compliance with BMCW Required Meetings

Contractors are encouraged to attend all Level 3-4 program and contract meetings convened by BMCW. If attendance is not possible, the Contractor must notify the assigned BMCW PEM prior to the meeting of the agency's inability to attend.

XI. Overpayments

- A. The Contractor shall refund any payments that were made that the Department determines, after notice to the Contractor and opportunity to respond, exceeded allowable costs or were otherwise not payable under this Contract.
- B. To effect repayment, the Contractor shall work with BMCW's contracted agencies for ongoing case management.
- C. Where any overpayment includes excess maintenance funds paid to a foster home licensed by the Contractor, the Contractor shall be responsible for collecting those funds from the foster parent(s) that received the overpayment.
- D. The Contractor shall be responsible for repayment to the Department overpayments related to both the administrative and maintenance (foster parent) payments.

- E. The Contractor shall refund the overpayments to the contracted ongoing case management agency within 30 days of notice or the Department may, at its sole discretion, withhold money otherwise due the Contractor under this Contract including, but not limited to, deduction of the overpayment amount from any subsequent monthly reimbursements. The Department may also recover the excess funds by any other legal means including, but not limited to, enforcement of the liquidated damages provision as articulated in the Contract General Terms and Conditions.